



Hawaii Public Housing Authority
State of Hawaii

IFB PMB-2020-20

Invitation-for-Bids for the Provision of Gas and Electric Ranges
at Various State and Federal Low Income Public Housing
Properties Statewide

Note: If this Invitation for Bids (IFB) was downloaded from the Hawaii Public Housing Authority's website, each interested bidder must provide the necessary contact information to the IFB Coordinator to be notified of any changes and to ensure receipt of all applicable IFB information. Interested bidders are advised to complete the IFB Registration Form, email, fax or mail the form to the IFB Coordinator. The HPHA shall not be responsible for incorrect bid offers received as a result of missing addenda, clarifications, attachments or other pertinent IFB information not received by interested bidders.

Issued May 21, 2020



DAVID Y. IGE
GOVERNOR



HAKIM OUANSAFI
EXECUTIVE DIRECTOR

BARBARA E. ARASHIRO
EXECUTIVE ASSISTANT

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
HAWAII PUBLIC HOUSING AUTHORITY
1002 NORTH SCHOOL STREET
HONOLULU, HAWAII 96817

Notice to Bidders
(Chapter 103D, Hawaii Revised Statutes)

INVITATION FOR BIDS (IFB) No. PMB-2020-20

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA), will be accepting sealed bids for the **Provision of Gas and Electric Ranges at Various State and Federal Low Income Public Housing Properties Statewide.**

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA Contract and Procurement Office on the Island of Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning Thursday, May 21, 2020. Sealed bids must be received at 1002 North School Street, Building D, Central Files Office not later than 10:00 a.m. Hawaii Standard Time (HST), Monday, June 8, 2020. Public opening of bids will commence at 10:15 a.m. HST, Monday, June 8, 2020 at the Contract and Procurement Office.

The HPHA will conduct a Pre-Bid Teleconference at 2:00 p.m. HST, Wednesday, May 27, 2020. Bidders interested in participating in the teleconference are required to register with the IFB Coordinator by Tuesday, May 26, 2020, 2:00 p.m. HST for teleconference information. All interested bidders are strongly encouraged to participate by phone.

The HPHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the State. If you have any questions, please contact Ms. Tammie Wong, IFB Coordinator at (808) 832-6071.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director



IFB Table of Contents

Section 1 – Administrative Overview

I.	Authority	1
II.	IFB Organization.....	1
III.	Contracting Office	1
IV.	Procurement Timetable	4
V.	Pre-Bid Conference/Site Inspection.....	4
VI.	Submission of Questions	5
VII.	Submission of Sealed Bids	5
VIII.	Discussions with Bidders	6
IX.	Opening of Bids	6
X.	Additional Materials and Documentation	7
XI.	IFB Amendments.....	7
XII.	Cancellation of Invitation for Bids	7
XIII.	Costs for Bid Preparation.....	7
XIV.	Modification in Bids.....	7
XV.	Withdrawal of Bids.....	8
XVI.	Late Withdrawal and Late Modification	8
XVII.	Mistakes in Bid	8
XVIII.	Rejection of Bids.....	9
XIX.	Notice of Award	9
XX.	Protests	10
XXI.	Availability of Funds.....	11
XXII.	Monitoring and Evaluation	11
XXIII.	General and Special Conditions of the Contract.....	11
XXIV.	Cost Principles.....	12
XXV.	Campaign Contributions Prohibited	12

Section 2 – Specifications

I.	Introduction	
	A. Purpose or Need	14
	B. Area of Service.....	14
	C. Funding Source and Period of Availability.....	14
II.	General Requirements	
	A. Qualifying Requirements	15
	B. Single or Multiple Contracts to be Awarded	21
	C. Single or Multi-Term Contracts to be Awarded.....	21
	D. Statutory requirements of Section 103-55, HRS	23
	E. Bid Price.....	23
	F. Contract Price Adjustment.....	24

III.	Scope of Work	
A.	Management Requirements	25
B.	Minimum and/or Mandatory Requirements	28
C.	Technical Specifications	
	Group A: Free Standing Electric Range	34
	Group B: Drop-In Electric Range.....	36
	Group C: Free Standing & Slide-In Gas Range.....	38
	Group D: Drop-In Electric Range – ADA	42
	Group E: Slide-In Gas Range – ADA	44
IV.	Contract Monitoring and Remedies	
A.	Monitoring	48
B.	Damages.....	48
C.	Termination	49

Section 3 – Bid Offer Forms and Instructions

	General Instructions for Completing Bid Offer Form.....	51
I.	Bid Forms	51
II.	HUD Forms	52

Section 4 – Bid Evaluation & Award

I.	Bid Evaluation.....	54
II.	Method of Award	54

Section 5 – Attachments

1.	Wage Certificate	Due June 8, 2020
2.	Bid Offer Form	Due June 8, 2020
3.	Listing of Properties by Geographical Location	For Bidder's information
4.	Estimated Quantities by Geographical Location	For Bidder's information
5.	Sample Contract Based on Competitive Sealed Bids for Goods and Services (6/22/2009)	For Bidder's information
6.	Sample Contract – Attachment S1, Scope of Services	For Bidder's information
7.	Sample Contract – Attachment S2, Compensation and Payment Schedule	For Bidder's information
8.	Sample Contract – Attachment S3, Time of Performance	For Bidder's information

- | | |
|---|--------------------------|
| 9. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service | For Bidder's information |
| 10. Sample Contract – Attachment S5, Special Conditions | For Bidder's information |
| 11. State General Conditions, AG-008 103D General Conditions | For Bidder's information |
| 12. General Conditions, Federal Form HUD 5370-C | For Bidder's information |
| 13. Instructions to Offerors, Form HUD 5369-B | For Bidder's information |
| 14. Certification and Representations of Offerors, Form HUD 5369-C | Due June 8, 2020 |
| 15. Hawaii State Government 2020/2021 Holiday Schedule | For Bidder's information |
| 16. Bid Submittal Checklist | For Bidder's information |

Section 1

Administrative Overview

Section 1

Administrative Overview

I. Authority

This Invitation-For-Bids (IFB) is issued under the provisions of Chapter 103D, Hawaii Revised Statutes (HRS), and the related Hawaii Administrative Rules (HAR). The United States Department of Housing and Urban Development's (HUD) regulations shall apply when the Contract executed includes an allocation of Federal funds. Prospective bidders are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed bid by any prospective bidder shall constitute admission of such knowledge on the part of such prospective bidder.

II. IFB Organization

This IFB is organized into five (5) sections:

- Section 1 Administrative Overview – Provides interested bidders with an overview of the procurement process.
- Section 2 Service Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables as applicable.
- Section 3 Bid Offer Forms and Instructions – Describes the required format and content of the bid submission.
- Section 4 Bid Evaluation & Award – Describes how the bids will be evaluated by the State Contracting Office.
- Section 5 Attachments.

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and issuing the Contract resulting from this IFB. The Contracting Office is as follows:

Hawaii Public Housing Authority
Contract & Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6038
Fax: (808) 832-6039

The IFB Coordinator or his/her designated representative is listed below:

Ms. Tammie Wong
Contract & Procurement Office
Hawaii Public Housing Authority
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6071
Email: tammie.y.wong@hawaii.gov

The HPHA reserves the right to change the IFB Coordinator without written notice.

The Property Management and Maintenance Services Branch (PMMSB) is the office responsible for monitoring the Contract. The designated Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Mr. Earl Nakaya
Property Management and Maintenance Services Branch
Hawaii Public Housing Authority
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817
Telephone: (808) 832-4677

Any changes to the Contract Administrator or his designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Contract Administrator and shall be responsible to notify the Successful Bidder.

The Officer-in-Charge shall be the primary point of contact for the Successful Bidder's day-to-day operational issues and reporting requirements. No changes to the Contract shall be implemented based on verbal instructions of the Officer-in-Charge. The Officer-In-Charge for each specified location is designated as follows:

Asset Management Project (AMP) / Management Unit (MU)	Office Address	Officer-In-Charge
AMP 30	99-132 Kohomua Street Aiea, HI 96701	Ms. Lori Nakanishi Ph: (808) 483-2550
AMP 31	2250 Kalena Drive Honolulu, HI 96819	Ms. Julie Wiggett Ph: (808) 832-3336

Asset Management Project (AMP) / Management Unit (MU)	Office Address	Officer-In-Charge
AMP 32/33	521 North Kukui Street Honolulu, HI 96817	Ms. Cynthia Yoshida Ph: (808) 832-3153
AMP 34	1545 Kalakaua Avenue Honolulu, 96826	Mr. Ioane Asham Ph: (808) 973-0193
AMP 35	730 Captain Cook Ave Honolulu, HI 96813	Ms. Stephanie Fo Ph: (808) 586-9739
AMP 40	1475 Linapuni Street Honolulu, HI 96819	Ms. Nua Vaovasa Ph: (808) 832-6075
MU 42	94-941 Kau'olu Place Waipahu, HI 96797	Ms. Venus Katano Ph: (808) 675-0099
AMP 44	85-186 McArthur Street Waianae, HI 96792	Mr. Mandy Miyamoto Ph: (808) 697-7171
AMP 45	45-1027 Kamau Place Kaneohe, HI 96744	Ms. Roberta Kahele Ph: (808) 233-3766
AMP 49	310 North Cane Street Wahiawa, HI 96786	Ms. Jimary Quinones Ph: (808) 622-6360
AMP 50	2107 Ahe Street Honolulu, HI 96816	Ms. Kelsey Tilton Ph: (808) 733-9113
AMP 39	2015 Holowai Place Wailuku, HI 96793	Ms. Vanessa Medeiros Ph: (808) 243-5001
AMP 39	Maunaloa, HI 96770 (Molokai)	Ms. Vanessa Medeiros Ph: (808) 243-5001
AMP 38	4726 Malu Road Kapaa, HI 96746	Mr. Gary Gaines Ph: (808) 821-4415
AMP 43	78-6725 Makolea Street Kailua-Kona, HI 96740	Mr. Michelle Liftee Ph: (808) 322-1915
AMP 46	65-1191 Opelo Rd. Kamuela, HI 96743	Mr. Mark Sayers (808) 887-8130
AMP 37	600 Wailoa Street Hilo, HI 96720	Ms. Tammy Passmore Ph: (808) 933-0474

Any changes to the Officer-In-Charge or his/her designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Officer-In-Charge.

IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public notice announcing IFB	May 21, 2020
Distribution of bid specs/bid offer form	May 21, 2020
Pre-Bid Teleconference	May 27, 2020
Site Inspection Period	May 22, 2020 – June 5, 2020
Written Questions Due to the HPHA	May 27, 2020
Written Responses Due from the HPHA	May 9, 2020
Bid submittal deadline	June 8, 2020 at 10:00 a.m. (HST)
Bid Opening	June 8, 2020 at 10:15 a.m. (HST)
Notice of award	June 2020
Contract execution	June 2020
Contract start date	July 1, 2020 or upon issuance of a Notice to Proceed

The HPHA reserves the right to amend or revise the timetable without prior written notice. Contract execution and start date are subject to the availability of funds.

V. Pre-Bid Teleconference & Site Inspection

Interested Bidders are strongly encouraged to attend the Pre-Bid Teleconference scheduled at 2:00 p.m. HST, Wednesday, May 27, 2020. Bidders interested in participating in the teleconference are required to register with the IFB Coordinator by Tuesday, May 26, 2020, 2:00 p.m. HST for teleconference information. All interested bidders are strongly encouraged to participate by phone. Attendance at the Pre-Bid Teleconference is not required in order to submit a bid offer. There will not be a site inspection following the teleconference.

Prior to submittal of the bid offer, Interested Bidders may inspect the properties to thoroughly familiarize themselves with existing conditions and the extent and nature of work to be performed. No additional compensation will be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed. Interested bidders requiring a site inspection shall contact the respective Officer-In-Charge to arrange for a site inspection during the site inspection period, beginning May 22, 2020 to June 5, 2020.

Impromptu questions will be permitted at the Pre-Bid Conference and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended as general direction purposes. Formal written responses to substantive questions will be provided to each interested bidder as set forth in Section VI below. Any changes required will be issued as an addendum to the IFB.

VI. Submission of Questions

Interested bidders may submit written questions to the IFB Coordinator identified in Section III of this IFB. The deadline for submission of written questions is Wednesday, May 27, 2020. All written questions will receive a written response from the HPHA. The HPHA's response to written questions shall be issued in an addendum and sent to all registered interested bidders via mail, electronic mail, or facsimile not later than Friday, May 29, 2020.

VII. Submission of Sealed Bids

1. **Forms/Formats.** Bid Offer Forms are attached in Section 5 of this IFB. See Attachment 2.

Interested Bidders shall follow the U.S. Department of Housing and Urban Development's Instructions to Offerors Non-Construction form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, Form HUD 5369-C. The instructions can be downloaded from HUDClips at www.hudclips.org and is attached in Section 5 of this IFB. See Attachments 13 and 14.

- B. **Bid Submittal.** Sealed bids must be hand delivered or delivered by the United States Postal Service (USPS) to the HPHA Central Files Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 not later than 10:00 a.m. HST, Monday, June 8, 2020. Other methods of delivery services shall be considered hand deliveries and considered submitted on the actual date and time received at the HPHA Central Files Office. Sealed bids post-marked prior to the specified bid due date and time but received after the specified bid due date and time shall be considered late and shall be rejected. **Electronic mail or facsimile submissions of the Bid Offer shall not be accepted.**

Bid offers shall be submitted in a sealed envelope identified as a sealed bid in response to this IFB (IFB No. PMB-2020-20). Any bid document submissions not sealed and identified with the IFB number on the envelope or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

- C. **Wages and Labor Law Compliance.** Prior to entering into a Contract in excess of \$25,000, a Bidder shall certify that it complies with section 103-55, HRS, wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wages for public employees performing similar

work during the period of the Contract, the Successful Bidder shall be obligated to provide such increased wages.

Bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The Successful Bidder shall be further obligated to notify his employees performing work under this Contract regarding the provisions of section 103-55, HRS, and the current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a written notice to this effect in the Successful Offeror's place of business in an area accessible to all employees.

- D. Confidential Information.** If a bidder believes that any portion of a bid contains information that should be withheld as confidential, the bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential sections of the bid documents. Nondisclosure of requested information is subject to chapter 92F, HRS, and is discoverable unless exempted by law. **Note that price is not considered confidential and shall not be withheld.**

VIII. Discussion with Bidders Prior to Bid Submission

Discussions may be conducted with interested bidders to promote understanding of the HPHA's requirements.

IX. Opening of Bids

All bid submissions shall be date and time stamped by the HPHA upon receipt of the bid submittal at the designated location. Bid submissions include bid offers, modifications to bids, and withdrawals of bid offers. All bid submissions received shall be held in a secure place by the HPHA and shall not be opened and examined for evaluation purposes until after the bid opening. Procurement files shall be open to public inspection **after a Contract has been awarded and executed by all parties.**

Sealed bids received by the due date and time shall be opened publicly. Public bid opening will commence at 10:15 a.m. HST, Monday, June 8, 2020 at the HPHA Contract and Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817.

In the unlikely event that the HPHA receives a bid that is misplaced or mishandled through no fault of the bidder, the HPHA shall publicly open the bid as soon as possible, inform all bidders about the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received at the HPHA by the posted due date and time and that the bid was not opened during the posted bid opening date and time.

X. Additional Materials and Documentation

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature, samples, or brochures received as part of the bid submission shall not be examined or tested and will not be deemed to vary any of the provisions of the IFB.

XI. IFB Amendments

The HPHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under chapter 3-122, HAR. Interested bidders will be notified of all amendments through written communication which may include electronic mail, facsimile, or USPS.

XII. Cancellation of the Invitation for Bids

The IFB may be canceled and any or all bids may be rejected in whole or in part at the sole discretion of the HPHA when it is determined to be in the best interest of the State.

XIII. Costs for Bid Preparation

All costs incurred by bidders in the preparation and submission of bids are the sole responsibility of the bidders. All costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the Bid Offer Form shall be the sole responsibility of the bidder.

Bidders shall agree that the HPHA is provided with the authorization(s) necessary to verify information provided in the Bid Offer Form.

XIV. Modification in Bids

Bids submitted may be modified prior to the established due date and time by the following documents in accordance with chapter 3-122-16.07, HAR:

1. A written notice accompanying the actual modification received in the HPHA Central Files Office, stating that a modification to the bid is submitted.
2. A facsimile or electronic written notice submitted either by facsimile machine or electronic mail to the IFB Coordinator. Bidder shall submit the original signed written notice and modification to the HPHA Central Files Office within two (2) working days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) working days prior to the established due date and time for the receipt of bid offers, the bidder shall submit the original signed written notice and the modification to the HPHA Central Files Office not later than the established due date and time for receipt of bid offers.

Modified bid offers shall be submitted in a sealed envelope identified as a modified sealed bid in response to this IFB (IFB No. PMB-2020-20).

XV. Withdrawal of Bids

Bids submitted may be withdrawn prior to the established due date and time by the following documents in accordance with chapter 3-122-16.07, HAR:

1. A written notice received by the IFB Coordinator; or
2. A notice by facsimile machine or electronic mail to the IFB Coordinator.

XVI. Late Withdrawal and Modification

Any notice of withdrawal or notice of modification of a bid with the actual modification is considered late when received by the HPHA after the established due date and time.

A late modification will not be considered for award.

Acceptance of a late withdrawal request shall be at the sole discretion of the HPHA Procurement Officer.

XVII. Mistakes in Bids

While bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected or withdrawn, or waived by the HPHA to the extent that it is not contrary to the best interest of the State or to the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 3-122, HAR and the HUD requirements pursuant to HUD Handbook 7460.8.

XVIII. Rejection of Bids

The HPHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and demonstrate an understanding of the service specifications. All bids offering terms and conditions contradictory to those included in this IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

1. Unreasonable in Price: A bid is unreasonable in price, if a) the bid price when compared with price submissions of other prospective bidders, prior contract prices, and/or prices available on the open market is grossly unbalanced, or b) the bid is determined by the HPHA to be unreasonable in price, including the total bid price and unit prices.
2. Materially unbalanced: A bid is materially unbalanced, if a) there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or b) the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is one where the bid is set at a very high price for the first item and subsequent items are set at extremely low prices.

All bid offers submitted not using the prescribed Bid Offer Form as provided in this IFB or does not conform to the bid submission instructions may be determined non-responsive.

XIX. Notice of Award

An award, if made, shall be as follows:

1. Awarded to the responsible and responsive bidder submitting the lowest grand total bid price in each group, which is the sum of the bid prices for the Initial Contract Period, Option Year 1 and Option Year 2 within each group on the Bid Offer Form. See Attachment 2. Bidder(s) must submit a bid for all items within the group to be considered responsive for the group. The Successful Bidder of each group may not necessarily be the same bidder. The award of the Initial Contract period shall not be deemed as a commitment on the part of the HPHA to automatically exercise subsequent extension option periods; and
2. In the case of a tie, award shall be made to the present Contractor providing it is one of the tied bidders and whose previous business and/or performance indicate that it was responsible. If the present Contractor is

not a tied bidder, award shall be determined by the flip of a coin or some other random means of selection.

All Contracts resulting from this solicitation are subject to the approval of the Department of the Attorney General and other approvals as required by statutes, regulations, rules, orders or other directives, including the approval of HUD.

Services shall not be undertaken by the Successful Bidder prior to the Contract start date of July 1, 2020 or until upon receipt of the HPHA's issuance of the Notice to Proceed. The HPHA shall not be liable for any work, Contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the date of the Notice to Proceed.

In accordance with section 3-122-112, HAR, Responsibility of Offerors, the Successful Bidder shall produce documents to the Procurement Officer to demonstrate compliance with applicable rules and statutes. The Successful Bidder receiving an award shall be required to enter into a formal written contract with the HPHA. The General Conditions of the resulting Contract are attached, and service specifications are included herein. See Attachments 11 and 12.

XX. Protests

Pursuant to section 103D-701, an actual or prospective bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency's failure to follow procedures established by chapter 103D, HRS;
2. A state purchasing agency's failure to follow rules established by chapter 103D, HRS; or
3. A state purchasing agency's failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

The Notice of Protest shall be mailed by United States Postal Service (USPS) or hand delivered to the head of the State Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement as indicated below within five (5) business days after the aggrieved person knows or should have known of the facts giving rise thereto. A protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of Offerors. Further provided that a protest of an award or proposed award shall be submitted within five (5) days after the posting of award of the contract. Protests are deemed submitted upon receipt by the State

Contracting Office. Any notice of award resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System on the State Procurement Office website at <https://hands.ehawaii.gov/hands/welcome>.

Head of State Contracting Office		Procurement Officer	
Name:	Mr. Hakim Ouansafi	Name:	Mr. Rick T. Sogawa
Title:	Executive Director	Title:	Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817
Business Address:	1002 North School Street Honolulu, Hawaii 96817	Business Address:	1002 North School Street Honolulu, Hawaii 96817

XXI. Availability of Funds

All bidders are hereby notified that the award of a Contract and any subsequent Contract renewal or extension is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to chapter 37, HRS, and is subject to the availability and allocation of State and/or Federal funds. The HPHA shall retain the authority to cancel an award and/or not exercise the option periods due to the lack of available funds.

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for as-needed maintenance personnel services with State funds allocated for other purposes.

XXII. Monitoring and Evaluation

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Officer-In-Charge and the HPHA Contract Administrator or their designated representative(s). The HPHA shall provide the Successful Bidder with a copy of monitoring reports for their information and to take corrective action as appropriate.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The Successful Bidder may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the Scope of Work of the Contract and shall continue for the duration of time as deemed necessary by the HPHA.

XXIII. General and Special Conditions of Contract

The State General Conditions, AG-008 103D General Conditions are attached for bidder's information and reference. See Attachment 11. The State General Conditions may be found on the SPO website at www.spo.hawaii.gov.

The Federal General Conditions, Form HUD 5370-C is provided for bidder's information and reference. See Attachment 12.

The State and Federal General Conditions shall be incorporated into the Contract with the Successful Bidder. In the event of a conflict between the State and Federal General Conditions, the more restrictive shall apply.

The HPHA may also impose contractually any necessary special conditions deemed necessary. See Attachment 10. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make modifications to the scope of work and or reporting requirements arising from unforeseeable conditions.

XXIV. Cost Principles

The HPHA shall utilize standard cost principles in section 3-123, HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under the Federal and State laws.

XXV. Campaign Contributions by State and County Contractors Prohibited

If awarded a Contract in response to this solicitation, the Successful Bidder agrees to comply with section 11-355, HRS, which states that campaign contributions are prohibited from a State and County government Contractor during the term of the Contract if the Contractor is paid with funds appropriated by the legislative body between the execution of the Contract through the completion of the Contract.

(END OF SECTION)

Section 2

Specifications

Section 2 Specifications

I. Introduction

A. Purpose or need

The Hawaii State Legislature established the Hawaii Public Housing Authority (HPHA) under chapter 356D, HRS. The HPHA is a public body and a body corporate and politic and is attached to the Department of Human Services for administratively purposes only. The HPHA's role is to address the housing needs of low income families in Hawaii. The HPHA seeks to procure appliances to meet the agency's goal of providing safe, sanitary and decent housing.

The purpose of this IFB is to procure gas and electric ranges at various State and Federal low income public housing properties statewide.

B. Area of Service

The Successful Bidder shall be required to certify that it is capable of providing services to the applicable groups of properties contained in his/her bid offer during the initial Contract period and all applicable option periods. The properties and addresses for each group is provided in Attachment 3.

C. Funding source and period of availability

Funds are subject to appropriation by the State Director of Finance and/or United States Congress and allocation by the Governor, State Legislature and/or United States Department of Housing and Urban Development. Funding and period of availability may change upon notice by the State to the HPHA.

It is understood that no award shall be binding unless the HPHA and/or the State Comptroller indicate that there is available and unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. A Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

If there should be insufficient funds for any portion of the remainder Contract period beyond the Initial Contract period, the State may terminate the Contract or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same bid price.

The HPHA reserves the right to pay for the refrigerators using available State and/or Federal funding sources. All additional units purchased under the terms of the Contract awarded resulting from this IFB shall be at the same accepted bid offer rates.

II. General Requirements

A. Qualifying requirements

1. The Successful Bidder shall comply with the chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules.
2. The Successful Bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
3. The Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirements of chapter 3-122-112, HAR:
 - a. Chapter 237, HRS, tax clearance;
 - b. Chapter 383, HRS, unemployment insurance;
 - c. Chapter 386, HRS, workers' compensation;
 - d. Chapter 392, HRS, temporary disability insurance;
 - e. Chapter 393, HRS, prepaid health care; and
 - f. One of the following:
 - i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawaii as a "Hawaii business" as follows:

Hawaii business. A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Successful Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Bidder's

status as sole proprietor or other business entity and its business street address indicated on the Successful Bidder Form page 1 will be used to confirm that the Successful Bidder is a Hawaii business; or

- ii. The Successful Bidder shall be registered to do business in the State of Hawaii as a “compliant non-Hawaii business” as follows:

Compliant non-Hawaii business. A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State. As evidence of compliance, the Successful Bidder shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted to the HPHA as soon as possible. If a valid certificate is not submitted on a timely basis for award of a Contract, a bid otherwise responsive and responsible may not receive the award.

4. Certifications of Eligibility

Prior to award of a Contract, bidders shall submit the following documents to the HPHA to demonstrate compliance with Federal and State laws:

- a. Tax Clearance, Form A-16;
- b. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR #27; and
- c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Instead of separately applying for these (Paper) certificates at the various State and Federal agencies, the HPHA recommends that bidders use the Hawaii Compliance Express (HCE), which allows business to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE is hosted by the Hawaii Information Consortium, LLC (HIC) and provides the applicant with a “Certificate of Vendor Compliance” with current compliance status as of the issuance date, accepted for

both contracting purposes and final payment. Bidders electing to use the HCE services will be required to pay an annual subscription fee of \$12.00 to the HIC.

5. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees from and against all liability, loss, damage, cost, and expense, including all attorney fees and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Successful Bidder or the Successful Bidder's officers, employees, agents or subcontractors.

6. Insurance Requirements

Within fifteen (15) days after award of the Contract and prior to the execution of the Contract, the Successful Bidder shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the minimum insurance coverage requirements:

<u>Coverage</u>	<u>Limit</u>
Commercial General Liability	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident; OR Combined single limit of <u>\$2,000,000.00</u> .
Workers Compensation as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Bidder and to all employees of sub-contractors (in case any sub-contractor fails to provide adequate similar protection for all his/her employees.

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by the Contract shall contain the following clause:

“The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, with respect to operations performed for the State of Hawaii and HPHA under this Contract.”

The minimum insurance required shall be in full compliance throughout the entire term of the Contract, including all Supplemental Contracts.

To satisfy the minimum coverage limits required by the Contract, the Successful Bidder may use an umbrella policy in addition to the mandatory insurance policies (i.e., General liability Insurance, Automobile Insurance, and Workers Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

Upon execution of the Contract and before the effective date of the Contract, the Successful Bidder agrees to deposit with the HPHA, valid certificate(s) of insurance necessary to satisfy the HPHA the Successful Bidder's compliance with the insurance provisions of the Contract and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of the Contract. Upon request by the HPHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under the Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in the Contract for such default of the Successful Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit Successful Bidder's liability or to fulfill the indemnification provisions and requirements of the Contract.

Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

The HPHA is a self-insured State agency. The Successful Bidder's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of and shall not contribute with insurance provided by the Successful Bidder.

The Successful Bidder will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

7. No performance or payment bond is required.
8. During the performance of the Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal and local laws. Such actions shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.

9. Business Office

The Successful Bidder shall have a permanent office in the State where he/she conducts business and have a designated local point of contact in the State of Hawaii where he/she will be accessible in person or via telephone during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that require immediate attention. See Attachment 15 for 2020 and 2021 Hawaii State Government Observed Holidays. Answering services are not acceptable. A permanent office location and phone number shall be stated in the Bidder's bid offer.

10. Section 3 of the U.S. Housing Act of 1968

- a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- c. The Successful Bidder agrees to send to each labor organization or representative of workers with which the Successful Bidder has a collective bargaining agreement or any other understanding, a notice advising the labor organization or workers' representative of the Successful Bidder's commitments under this section 3 clause. It will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall: describe the section 3 preference; set forth minimum number and job titles subject to hire; disclose the availability of apprenticeship and training positions and the qualifications for each; provide the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- d. The Successful Bidder agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Successful Bidder will not subcontract with any subcontractor where the Successful Bidder has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Successful Bidder will certify that any vacant employment positions, including training positions, that are filled (1) after the Successful Bidder is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Successful Bidder's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

B. Type of Contract

- 1. The Successful Bidder shall be required to enter into a formal written contract, Contract Based on Competitive Sealed Bids for Goods and Services, with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 5 – 10. The stated requirements appearing elsewhere in this IFB shall be incorporated and shall become part of the terms and conditions of the Contract.

By submission of the bid offer, bidders warrant and represent that they have read and are familiar with the contractual and service requirements set forth in the IFB and its attachments, and the provisions of which are expressly incorporated into this IFB by reference.

All Bid Offers received shall become the property of the HPHA. The Successful Bidder's bid offer shall be incorporated into the resulting Contract by reference.

Subsequent to the award and within 10 days after the prescribed forms are presented for signature, the Successful Bidder shall execute and deliver to the HPHA a Contract in such number of copies as required by the HPHA.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall under any circumstances relieve the Successful Bidder of his/her obligations and liabilities under the Contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Bidder.

3. Contract Modification

The Contract may be modified only by a written document signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Bidder as designated in a Corporate Resolution.

4. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations and standard specifications shall include an amendments thereto effective as of the date of the IFB.

C. Single or multiple contracts to be awarded

☐ Single ☐ Multiple ☒ Single & Multiple

D. Single or multi-term contracts to be awarded

☒ Single term (\leq 12 mos) ☐ Multi-term ($>$ 12 mos)

Initial term of contract: Up to 12 months; effective July 1, 2020 or upon issuance of a Notice to Proceed and ending June 30, 2021

Length of each extension: Up to 12 months; may be less than 12 months when it is in the best interest of the State

Maximum length of contract: 36 months

The Initial Contract Period shall commence July 1, 2020 or upon issuance of a Notice to Proceed and end June 30, 2020. The following conditions must be met for an extension:

1. The Successful Bidder experienced cost savings and has unexpended funds available that can be used to provide additional services; or
2. The HPHA determines there is an ongoing need for the services and has funds to extend services up to 24 months with no single extension period to exceed 12 months. Contract extensions shall be awarded at the same rates as provided in the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living as provided herein; and
3. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
4. The HPHA may be required to obtain HUD approval if HUD federal funds are to be used; and
5. The Successful Bidder must obtain the HPHA approval in writing and a Notice to Proceed with the extension; and
6. The HPHA has determined that the Successful Bidder has satisfactorily provided services over the current Contract term; and
7. Necessary State and/or Federal funds are appropriated and allotted for an extension.

The option to extend the Contract will be exercised at the sole discretion of the HPHA. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the accepted bid offer unless price adjustments are made and approved as provided herein.

The Successful Bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder is solely

responsible for and shall pay the State of Hawaii general excise tax and all other applicable taxes.

D. Statutory requirements of section 103-55, HRS

Prior to entering into a Contract in excess of \$25,000, an bidder shall certify that it complies with section 103-55, HRS, wages, hours, and working conditions for employees of the Contractor performing the services. Section 103-55, HRS provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the resulting Contract, the Successful Bidder shall be obligated to provide such increased wages.

Bidders shall complete and submit the attached Wage Certification by which the bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

Bidders are advised that section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wage rates to public employees performing similar work during the Contract period, the Successful Bidder will be obligated to provide wages not less than those increased wages.

E. Bid Price

Bidders shall submit a unit bid price for all ranges listed within the group of properties on the Bid Offer Form, inclusive of unit bid prices for 4-prong cord, gas conversion, removal and disposal of the replaced range. The unit bid prices shall be the all-inclusive unit price charged to the HPHA including, without limitation all labor, material, equipment, freight charges, delivery charges, applicable taxes, and any other costs incurred in the performance of the resulting Contract

The total bid price for each appliance shall be the sum of the bid price per unit, inclusive of delivery and installation of new the new gas or electric range and the removal and disposal of the replaced range for the Initial Contract Period, Option Year 1 and Option Year 2 at the various HPHA properties grouped by geographical locations on Oahu (Group I), Maui and Molokai (Group II), Kauai (Group III), and Hawaii Island (Group IV).

The HPHA is not responsible for and shall not pay overtime resulting from the Successful Bidder's scheduling of employees. Bidders should account

for any published wage increase in their Bid Offer. The HPHA shall not approve requests for contract adjustments due to wage increase during the term of the contract that are known. It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

The bidder's bid price shall include all administrative and personnel costs and all other associated cost increases for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Bidder shall be the lowest responsive and responsible Grand Total bid price for the specified appliances in each group for the Initial Contract Period, Option Year 1 and Option Year 2.

F. Contract Price Adjustment

Each bid offered herein shall be firm for the Initial Contract Period, Option Year 1 and Option Year 2.

A maximum of five percent (5%) or the percentage change in the consumer price index for the specified contract period, whichever is lower, shall dictate the allowable escalation in bid price for each item listed in the bid offer. To be considered allowable, the price increase must be imposed by the manufacturer and documented in writing. In addition, the HPHA shall grant exceptions upon satisfactory justification such as an increase in freight charges, delivery charges and applicable taxes.

Escalation will also be allowed during the subsequent option periods provided that the Successful Bidder's request is due to price increase(s) imposed upon the Successful Bidder by the manufacturer. The Successful Bidder shall furnish appropriate documentation to support the request for price increases accordingly.

Within seven (7) days after date of award, the Successful Bidder shall furnish to the HPHA's Contract and Procurement Office with a copy of their Price List which is current at the time of bid opening. The Successful Bidder shall identify their Price List with the IFB number/contract number and the items awarded by annotating the line item number alongside the appropriate model numbers. The Successful Bidder is advised to comply with this requirement as this Price List will become part of the Contract file and will be the basis for consideration of any future price increase request(s). Failure to submit the Price List in a timely manner will result in rejection of any request for price increase(s) in the future.

III. SCOPE OF WORK

In return for the bid price(s) submitted, the HPHA will purchase all of its required appliances listed from the Successful Bidder awarded in each group. However, an exception to this commitment may be granted by the Procurement Officer upon written notice to the Successful Bidder provided that the quality level or product design is not suitable for the HPHA's purpose.

The quantities solicited in this IFB are estimates and are used for the purpose of calculating the value of the initial Contract to be awarded. See Attachment 4. The HPHA does not guarantee the actual quantities to be purchased under the resulting Contract. For this reason, bidders are urged to bid only on regular stock appliances to avoid inventory hardships that could arise from stocking inventory for the HPHA use only.

A. Management Requirements & Qualifications (Minimum requirements)

1. Personnel

- a. The Successful Bidder shall dedicate a local point of contract in the State of Hawaii under the resulting Contract. The local point of contract shall be accessible in person or via telephone during normal Hawaii State government business hours to address requests that require immediate attention.

Vacancy in the local point of contact position exceeding a 3-month period may be cause for termination of the resulting Contract unless there are circumstances beyond the control of the Successful Bidder and are acceptable to the HPHA.

- b. The Successful Bidder shall ensure that all personnel meet the minimum qualifications, including licensing and experience requirements as appropriate.
- c. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies, vacation, or changes.
- d. The Successful Bidder shall be solely responsible for the behavior and conduct of their employees or agents on the HPHA property and shall instruct personnel to fully cooperate with the Officer-In-Charge.
- e. The Successful Bidder agrees to remove any of his employees from servicing or providing services to the HPHA upon written request by the Officer-In-Charge. At the request of the HPHA, the Successful Bidder shall remove forthwith and shall not employ in

any portion of the contracted work, any person who, in the opinion of the HPHA, does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.

2. Administrative

- a. The Successful Bidder shall be required to attend, at minimum, quarterly meetings or upon request by the Officer-In-Charge. The day and time will be specified by the Officer-In-Charge. Necessary field visits shall be made.
- b. Every four (4) weeks, the Officer-In-Charge and/or Contract Administrator will submit a report to the Successful Bidder listing any discrepancies or contract violation(s) requiring correction. These discrepancies or contract violation(s) shall be corrected by the next reporting period to avoid delays in payment issuance or for payment adjustment purposes.
- c. The Successful Bidder employing 15 or more persons agree and shall take appropriate initial and continuing steps to provide written notice to participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap, pursuant to 24 CFR Part 8, section 8.54(a) – Notice.
- d. Subject to section 356D-6.5, HRS, smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. Furthermore, pursuant to section 328J-1 and 328J-2, HRS, “smoking” includes the use of an electronic smoking device and shall be prohibited in all enclosed or partially enclosed areas. The Successful Bidder agrees and shall adhere to these no-smoking laws while on HPHA properties. Such violation may be considered a breach of the resulting Contract and result in suspension or termination of the Contract. It shall be considered a violation of State law and subject to prosecution to the fullest extent under the law.

3. Payment

The HPHA shall compensate the Successful Bidder for the provision of appliance services rendered at the accepted bid prices.

All compensation claims shall be subject to the following:

- a. Pursuant to section 103-10, HRS, the HPHA shall have 30 calendar days after receipt of a proper invoice and satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate that 30-day payment period. For the purposes of this paragraph, the Successful Bidder's invoice date shall not be considered.

For this reason, the HPHA will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any bid submitted with a condition requiring interest payments greater than allowed by section 103-10, HRS, as amended.

- b. The Successful Bidder shall submit one (1) original itemized invoice for goods and services rendered on a monthly basis to:

Hawaii Public Housing Authority
Property Management and Maintenance Services Branch
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

- c. All invoices shall reference the Contract number assigned to the Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the Officer-In-Charge or designee that the Successful Bidder has satisfactorily provided the goods and services specified.
- d. Invoice for the month of June shall be submitted to the HPHA by the 20th of June for work performed for the period from June 1st to June 15th for payment processing in order to comply with the HPHA's fiscal year-end close out processes. For work performed for the period from June 16th to June 30th, the invoice shall be submitted to the HPHA not later than July 15th for payment processing.
- e. Payment shall be made on the basis of actual units of appliances delivered and services rendered by the Successful Bidder. The Successful Bidder shall submit monthly invoices for payment, listing the specific type of refrigerators, quantities, service locations and dates of delivery for the previous month. The Successful Bidder shall clearly indicate any adjustments made to the billing statement for work not performed, including, without limitation liquidated

damages for failure to deliver the appliances within the required timeline.

- f. For final payment, the Successful Bidder must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22).

An original tax clearance certificate, not over two months old, with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable.

A copy of Form SPO-22 is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, link.

4. Financial Capability

The HPHA reserves the right to request bidders for submission of documentation to demonstrate financial capability to undertake the financial responsibilities associated with the contract if awarded. Documents to be requested may include, without limitation, letter of credit and financial statements. Failure of the bidder to promptly respond to requests or provide the requested information may be grounds for determination of non-responsiveness.

B. Minimum and/or Mandatory Requirements for Goods/Services

1. Product Identification and Ordering

- a. Bidders must identify the exact brand or manufacturer name, product model, and model number of each product offered on the Bid Offer Form. Catalog cuts and owners manuals are required for each product and must be clearly identified as the product that is offered for each line item in this IFB. Failure to do so shall be sufficient grounds for rejection of bid offer.

If any of the required elements of information are missing from the bidder's bid offer, the HPHA will not be able to determine from the information provided whether the product is acceptable.

- b. All ranges shall be marked for identification. The manufacturer's standard nameplate data shall be placed on all ranges according to the manufacturer's standard practice. The nameplate shall be securely fastened to a main part of each range in an accessible place.

- c. The range shall also bear a permanent record of the manufacturer's name and address, the range model and serial number. Gas ranges shall also include the manufacturer's normal hourly BTU input rating for the oven, broiler and top burners.

2. Product Literature Certifications

- a. Bidders shall include one (1) printed factory literature for each appliance model being offered with its bid documents.
- b. The Successful Bidder must provide written instructions for care and operation of each range. A user's manual covering care and operation shall be provided with each range installation.
- c. Upon request by the HPHA, the Successful Bidder shall furnish a Descriptive Parts Book and a Service Manual for each model offered. This data will be required for proper ordering of replacement parts. The number of copies required shall be determined by the HPHA for use at the properties and other HPHA personnel as appropriate.
- d. Energy efficiency ratings shall be marked on all appliance documents submitted in the bid offer.
- e. Approval Requirements. UL Listing and a copy of UL labels shall be provided in product brochure. The brochure should include all models offered and noted by pen indicating the item(s) that are included in the bid.

3. Product Quality & Workmanship

- a. The finished range shall be new, clean, well-made, and free from defects which may affect appearance or serviceability.
- b. References made in this IFB related to standards, codes, regulations and specifications shall mean the latest revision in effect as of the date of this IFB.
- c. The range(s) offered and furnished under this specification shall be of a make and general type, which has been manufactured for at least one (1) year.
- d. When requested, a sample product shall be made available to the Procurement Officer for examination as to compliance with the applicable specifications.

- e. Welding and brazing shall be complete, uniform and properly fused, having no holes, slags inclusions, scale of flux deposits and shall not be cracked, fractured or undercut. Soldering shall be complete, clean, adherent and without pin-holes. Bolts, nuts, screws, studs and other types of fasteners, when used shall not be broken, fractured, stripped, or loose and shall have locked washers or self-locking feature when used on structural parts subject to vibration.
- f. An unacceptable range must be replaced with an item of acceptable quality within one (1) week of notification. Best quality shall be determined solely at the discretion of the HPHA. The replacement of any unacceptable appliance shall not relieve the Successful Bidder from the responsibility imposed upon it by the Contract. The acceptability of each appliance is at the sole discretion of the HPHA. Payment, whether partial or final, shall not be construed to be an acceptance of an unacceptable appliance.

4. Delivery, Installation & Disposal of Ranges

- a. An Order Form with specific instructions and service requirements shall be issued by the HPHA. Free standing electric ranges shall be delivered and installed by the Successful Bidder. The HPHA is responsible for disconnecting and installing slide-in gas ranges and drop-in electric ranges. Drop-in electric and slide-in gas ranges shall be delivered and unpacked for inspection by the HPHA. The Successful Bidder shall remove and dispose the old range, which was replaced with a new range, from the HPHA properties. Services will be at various HPHA properties statewide, geographical locations include Oahu, Maui, Molokai, Kauai, East Hawaii, and West Hawaii. A list of properties by geographical location is attached. See Attachment 3.
- b. The Successful Bidder shall coordinate delivery and/or removal with the authorized HPHA representative identified on the Order Form. The Successful Bidder personnel shall ensure that all ranges are in operating condition upon installation.
- c. Deliveries for single orders up to 75 units shall be made within 14 calendar days after receipt of the Order Form for Oahu properties and within 21 calendar days for Maui, Molokai, Kauai, and Hawaii Island properties.
- d. The HPHA will work with the Successful Bidder on an agreed upon delivery timeline for single orders and/or multiple orders

accumulated to more than 75 units within an agreed upon time period.

- e. Deliveries shall be made during normal Hawaii state government business hours, between 7:45 a.m. to 4:30 p.m., HST, on weekdays with the exception of State holidays. See Attachment 15 for 2020 and 2021 Hawaii State Government Observed Holidays.
- f. Bidders are advised that elevators are available only on the Oahu elderly properties, the Salt Lake Apartments and the Kalakaua Homes – Mid Rise. All other properties, as provided in Attachment 3 are not higher than 3-stories with staircase access for delivery. It shall be the Successful Bidder's responsibility to provide all necessary delivery equipment to deliver the appliance to the specified unit(s).
- g. The HPHA shall inspect all ranges upon delivery or within 24 hours of installation for defects or problems. Any reports of defects or malfunctions shall be abated, repaired or replaced within 24 hours of notice.
- f. Old ranges to be replaced shall be carefully disconnected and removed. Old ranges shall be properly disposed of in an approved landfill or approved recycler.
- g. All damages, including without limitation to, floor scratches, gouges, walls and cabinets caused by the removal or installation of a range shall be corrected by the Successful Bidder.

5. Product Ordering & Substitutions

- a. The HPHA reserves the right to purchase any quantity of ranges at the prices provided by the Successful Bidder on the Bid Offer Form.
- b. Only one (1) make and model shall be offered and furnished for each type/size of range solicited on the Bid Offer Form and the make and model shall be specified on the Bid Offer Form.
- c. If the Successful Bidder is unable to deliver the product(s) under the Contract, it shall be the Successful Bidder's responsibility to obtain prior approval from the HPHA to deliver an acceptable substitute. The HPHA reserves the right to terminate the Contract should the Successful Bidder needs to substitute products.
- d. If a particular appliance is discontinued from a manufacturer's line, the request to terminate must be in writing to the HPHA

Procurement Officer and shall include a copy of the Successful Bidder's running record of purchases for the appliance by property name, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer, not to exceed 10 days from date of receipt of the written request by the Procurement Officer. The Successful Bidder shall honor all orders placed prior to the effective termination date.

In the event of a termination for an appliance, the HPHA reserves the option to purchase the appliance from another provider for the remainder of the Contract period or until the Successful Bidder can secure distribution rights for an acceptable substitute, or rebid the appliance for a new contract, whichever is determined to be in the best interest of the HPHA.

6. Warranties

- a. The warranty period for all ranges shall be for a minimum a 12-month period from date of acceptance. The date of acceptance shall be designated as the date that the new range is satisfactorily received and installed in proper working order. Full coverage shall include costs for parts, labor and all other expenses incurred in performing warranty work.

For the Island of Molokai, full coverage shall include costs for parts, labor and all other expenses. In the event the Successful Bidder does not have a certified technician on the Island, the Successful Bidder shall be responsible to pay upfront the air transportation cost to send a certified technician to perform warranty work on the respective gas or electric range. The HPHA will reimburse the Successful Bidder for the actual cost of air transportation or coach class air fare, whichever is less, providing all receipts and other documentation such as boarding pass(es) are submitted to the HPHA for cost reimbursement. All other costs associated with the travel shall be the Successful Bidder's responsibility.

If the repair services require a return trip necessary to complete the repair of the same range, the Successful Bidder shall require prior written approval by the HPHA.

- b. During the warranty period, repairs on appliances shall be made within 12 hours to make it operative upon notice to the Successful Bidder by 1:00 p.m., HST, Mondays to Fridays, except State holidays. The Successful Bidder shall furnish a loaner appliance, if requested by the HPHA to avoid interruption of service.

- c. During the warranty period, the Successful Bidder shall have supplies/ parts available on hand to repair the appliances on contract. If the parts are not available, the Successful Bidder shall have seven (7) business days to make available the parts to repair the appliance. If the appliance is not repaired within seven (7) business days after initial notification of the problem, the Successful Bidder shall remove the inoperable range and deliver a new replacement range. The replacement range shall be delivered within 14 calendar days for Oahu properties or 21 calendar days for neighbor island destinations.
 - d. For after hours, State holidays and weekend services, the Successful Bidder shall furnish to the HPHA, the name and telephone number for emergency calls. The Successful Bidder shall repair or replace and install all parts necessary to make the appliance operative. If requested by the HPHA, the Successful Bidder shall furnish a loaner appliance to avoid interruption of service.
 - e. During the warranty period, the Successful Bidder shall ensure all repairs are completed by a certified technician using approved parts so as not to void the manufacturer's warranty. If replacement parts are used and such use voids the warranty, the Successful Bidder shall replace the appliance at no additional cost to the HPHA.
7. **Technical Specs.** Technical specifications are provided for the following:

- Group A: Free Standing Electric Ranges
- Group B: Drop-In Electric Ranges
- Group C: Free Standing and Slide-In Gas Ranges
- Group D: Drop-In Electric Ranges, ADA
- Group E: Slide-In Gas Ranges, ADA

TECHNICAL SPECIFICATIONS

GROUP A: FREE STANDING ELECTRIC RANGES

1. General Description

Ranges shall be white or off-white in color with a minimum of four (4) cooking surfaces and oven and broiler below. The 20" and 24" ranges shall have three (3) 6" cooking surfaces and one (1) 8" cooking surface. The 30" free standing range shall have two (2) 6" cooking surfaces and two (2) 8" cooking surfaces. All ranges shall be equipped with an anti-tipping device. The Successful Bidder shall provide the anti-tipping device if the anti-tipping device is not supplied by the manufacturer as standard equipment and accessories. The HPHA shall be responsible for installing the anti-tipping device.

2. Width, Height, and Depth

This IFB is requesting bid prices for 20 inch (20"), 24 inch (24") and 30 inch (30") wide electric ranges. The Successful Bidder shall contact the Officer-In-Charge or designee for space measurements prior to the delivery of the appliance. The appliance must fit the designated space at the property. Actual width dimensions may be plus or minus one inch (+/- 1") of nominal size.

3. Operating Service

115/230 volts or 120/208 volts, single-phase 60-HZ. The type of operating service required will be specified by the Officer-In-Charge or designee for each property.

115/230 volts or 120/208 volts, single-phase 60-Hz will be required for properties under modernization or renovation.

4. Applicable Specifications. Ranges shall conform to the following:

- a. All electric ranges shall be equipped with the oven and range controls on the front panel or back panel. The control switches shall be located on the front panel below the cooking surface and above the oven door for the 20" and 24" ranges. The front of the panel shall be so designed that the knobs will be protected from overheating when range is being used for broiling. The control switches for the 30" width range can be located on the front panel or on the back panel.

Burner Indicator Lights. The range shall have at least one (1) light to indicate when a burner is on.

- b. The body of the range, back panel and underside shall contain (1) coat of porcelain enamel; (2) coat of high temperature baked enamel, (3) baked on black enamel; or (4) galvanized or aluminized steel.
- c. Top burner units shall be plug-in type with "Tilt-Lock" hinge and shall provide means to hold the unit in level position. All wiring in top burner box area shall be properly secured for user protection from electrical shocks.
- d. The standard electric range connection cord shall be provided with each range and shall be included in the bid price.
- e. The interior oven of the 20" range shall be furnished in a light color and tint that will maximum use of the available light to aid the vision of the user. The interior oven of the 30" range shall be equipped with a viewing window and an interior light.
- f. Bake elements shall be either a minimum of 1,800 or 2,000 watts for the 20" and 24" range and a minimum of 2,400 watts for the 30" range. Broil elements shall be a minimum of 2,200 watts for all range sizes.
- g. Each range shall be equipped with at least two (2) leg levelers.
- h. Equipment and Accessories. The equipment and accessories supplied with each range shall be those normally supplied with the manufacturer's standard production for the type of range ordered. Broiler pans are not required by the HPHA if it is not an accessory normally supplied by the manufacturer. Each range shall have two (2) oven racks.

TECHNICAL SPECIFICATIONS GROUP B: DROP-IN ELECTRIC RANGE

1. General Description

Ranges shall be white or off-white in color with a minimum of four (4) cooking surfaces. All ranges shall be equipped with an anti-tipping device. The Successful Bidder shall provide the anti-tipping device if the anti-tipping device is not supplied by the manufacturer as standard equipment and accessories. The HPHA shall be responsible for installing the anti-tipping device.

2. Width, Height, and Depth

This IFB is requesting bid prices for a 30 inch (30") wide electric range. The Successful Bidder shall contact the Officer-In-Charge or designee for actual space measurements prior to the delivery of the unit. The appliance must fit into its designated space at the property. Actual width dimensions may be plus or minus one inch (+/- 1") of nominal size.

3. Operating Service

115/230 volts or 120/208 volts, single-phase 60-HZ. The type of operating service required will be specified by the Officer-In-Charge or designee for each property.

115/230 volts or 120/208 volts, single-phase 60-Hz will be required for properties under modernization or renovation.

4. Applicable Specifications. Range shall conform to the following:

- a. The electric range shall be equipped with the oven and range controls on the front panel. The control switches shall be located on the front panel below the cooking surface and above the oven door. The range with control knobs on the front panel shall be so designed that the knobs will be protected from overheating when range is being used for broiling.

Burner Indicator Lights. The range shall have at least one (1) light to indicate when a burner is on.

- b. The body of the range, back panel and underside shall contain (1) coat of porcelain enamel; (2) coat of high temperature baked enamel, (3) baked on black enamel; or (4) galvanized or aluminized steel.
- c. Top burner units shall be plug-in type with "Tilt-Lock" hinge and shall provide means to hold the unit in level position. All wiring in top burner

box area shall be properly secured for user protection from electrical shocks.

- d. The electric range shall be provided with the manufacturer's recommended wiring. The HPHA will connect the wires per the Successful Bidder's or manufacturer's instructions. The Successful Bidder shall verify the connections prior to re-energizing the range circuit.
- e. The oven of the 30" range shall be equipped with a viewing window and interior light.
- f. Bake elements shall be a minimum of 2,400 watts for the 30" range. Broil elements shall be a minimum of 2,300 watts.
- g. Each range shall be equipped with at least two (2) leg levelers.
- h. Equipment and Accessories. The equipment and accessories supplied with each range shall be those normally supplied with the manufacturer's standard production for the type of range ordered. Broiler pans are not required by the HPHA if it is not an accessory normally supplied by the manufacturer. Each range shall have two (2) oven racks.

TECHNICAL SPECIFICATIONS

GROUP C: FREE STANDING AND SLIDE-IN GAS RANGES

I. General Description

Ranges shall be white or off-white in color, new cabinet type, and free standing flush-to-wall with an open cooking top, oven and broiler below. Ranges or parts thereof supplied under this specification shall fulfill the construction and performance requirements of American National Standard Institute (ANSI) Z21.1 and Z21.20 as applicable (Latest Revision). All ranges shall be equipped with an anti-tipping device. The Successful Bidder shall provide the anti-tipping device if the anti-tipping device is not supplied by the manufacturer as standard equipment and accessories. The HPHA shall be responsible for installing the anti-tipping device.

2. Width, Height and Depth

This IFB is requesting bid prices for a 20 inch (20") wide range with hinged top and a 30 inch (30") wide range with hinged top. The Successful Bidder shall contact the Officer-In-Charge or designee for the space measurements prior to the delivery of the appliance. The appliance must fit the designated space at the property. Actual width dimensions may be plus or minus one inch (+/-1") of nominal size.

3. Operating Service

The Successful Bidder shall be prepared to submit evidence upon the HPHA's request that the ranges proposed for supply under this specification have been tested and comply with American Standard Z21.1 for operation with natural, mixed or liquid petroleum gas (LPG). Certification shall be by the AGA or a third party certifier acceptable to the HPHA. Acceptable evidence of meeting the applicable requirement of the standard shall be a photocopy of the AGA Appliance Certificate or a listing including the igniter device in the AGA "Directory of Certified Appliances and Accessories."

4. Applicable Specifications. Gas ranges shall conform to the following:

- a. Ranges offered shall be the manufacturers' current standard models except for additional requirements specified herein. All ranges of the same classification, including parts and assemblies thereof, shall be identical. Oven light shall be provided.
- b. Manual gas valves shall be of the limited displacement type complying with American Standard Z21.1. Gas valves shall be provided with either (1) a convertible orifice set for the gas specified on the HPHA Order Form or (2) a fixed orifice hood for use with the gas specified on the HPHA Order

Form. All ranges must be provided with a convertible gas pressure regulator.

- c. Burners. For the 20" wide range, the cook top shall be provided with a minimum of four (4) burners. Each burner shall be rated at no less than 7,000 BTU and no more than 14,000 BTU. For the 30" wide range, the cook top shall be provided with a minimum of four (4) burners. Each burner shall be rated at no less than 9,000 BTU and no more than 14,000 BTU with simmer settings rated at no less than 5,000 BTU or one (1) burner shall be rated at no less than 5,000 BTU and the remaining three (3) burners rated at no more than 17,000 BTU with simmer settings rated at no less than 5,000 BTU per hour. For both size ranges, simmer settings shall be similar to a "high-low burner" type.
- d. The gas range shall be equipped with oven and range controls on the front or back panel. If the control switches are located on the front panel, the controls shall be below the cooking surface and above the oven door. The range with control knobs on the front panel shall be so designed that the knobs will be protected from overheating when range is used for broiling.
- e. Grates. Each top burner shall be provided with a porcelain enamel cast iron or steel grate.
- f. Automatic Ignition. All burners shall be equipped with means for automatic ignition of the gas and shall meet the applicable requirements of ANSI Z21.20. The electronic ignition system may be a spark, coil, glow bar or a combination of these features. The oven burner ignition failure shall activate a mean for shutting off gas to the oven burner.

The ignition wiring in the back of the range shall not be exposed and shall be hidden and enclosed in a case.
- g. Cook Top. The range top shall be hinged at the back for easy cleaning and access to burners, valves, and pilot(s). It may have a supporting rod to hold the range top in raised position or be removable. The supporting rod, when in the raised position, shall be designed to prevent accidental closing of the range top. A counter-balanced top is also acceptable. The range top shall be designed to hold the burner grates in position when the range top is raised. Cook top may be removable.
- h. Insulation. Blanket-type insulation shall be made of glass fiber, installed in a manner to prevent sagging, and of sufficient thermal efficiency to meet surface and handle temperature tests specified in American Standard Z21.1. (Latest Revision)

- i. Ovens, Broilers, and Burner Boxes. The oven, burner box, and broiler section shall be porcelain enamel coated steel or stainless steel. The broiler section shall be either of the pull-out type or of the swing-door type. Stops shall be provided so that oven racks and broiler pans cannot be completely pulled out by accident.
- j. Oven Thermostat Control. An oven thermostat control shall be provided for controlling oven temperatures down to 140 degrees Fahrenheit.
- k. Oven Doors. Oven doors shall be of the drop-shelf type, counter balanced and provided with a device which shall hold the door fully closed. The 30" free standing gas range and the 30" slide-in gas range shall include an oven window. The 20" free standing gas range is not required to have an oven window. Hinges shall be of a type that permits removal and replacement of hinge brackets and parts subject to wear. Oven doors shall be provided with means for adjusting a misaligned door.
- l. Oven Vents. Oven shall be provided with a vent designed to deflect moisture and fumes away from the wall behind the range.
- m. Aeration Bowls. Aeration bowls shall be corrosion-resisting steel, plated steel, or steel coated with porcelain enamel.
- n. Exterior Surfaces. The exterior surface of the gas range shall be porcelain enamel or stainless steel with the exception of body sides which may be finished in synthetic baked-on enamel capable of withstanding 250 degrees Fahrenheit and include trims in accordance with the manufacturer's standard practice. The back guard, manifold shield, aeration bowls, and burners may be porcelain enamel. The body of the range, back panel, legs, and/or base shall be porcelain enamel, baked-on enamel, galvanized or aluminized steel.
- o. Back Splashes. Only free standing gas ranges shall be equipped with a back splasher not less than four (4) inches higher than the top cooking surface and extending the full width of the range top.
- p. Drip Pans. Ranges shall be provided with removable porcelain enameled or stainless steel drip pan(s) or shall be provided with a one (1) piece combination drip-pan and cook top. The pans shall have a minimum 1/8-inch vertical lip to collect spillovers and shall have a handle or other means so that it can be easily pulled out from the front of the range.
- q. Oven Door. The 30" range shall have a removable oven door.
- r. Equipment and Accessories. The equipment and accessories supplied with each range shall be those normally supplied with the manufacturer's

standard production for the type of range ordered. Broiler pans are not required by the HPHA if it is not an accessory normally supplied by the manufacturer. Each range shall have one (1) broiler rack and two (2) oven racks.

- s. Leg Levelers. Each range shall be equipped with at least two (2) leg levelers.
- t. Appliance Connectors. Appliance connectors shall be equal in performance and construction adhering to American National Standards Institute Z21.24. Fitting and line sizes to match existing connector supplied in four foot (4') lengths. Connector shall be suitable for use with synthetic gas at operating pressure of existing gas system.

TECHNICAL SPECIFICATIONS

GROUP D: DROP-IN ELECTRIC RANGE - ADA

1. General Description

Ranges shall be white or off-white in color with a minimum of four (4) cooking surfaces. All ranges shall be equipped with an anti-tipping device. The Successful Bidder shall provide the anti-tipping device if the anti-tipping device is not supplied by the manufacturer as standard equipment and accessories. The HPHA shall be responsible for installing the anti-tipping device.

2. Width, Height, and Depth

This IFB is requesting bid prices for a 30 inch (30") wide electric range. The Successful Bidder shall contact the Officer-In-Charge or designee for actual space measurements prior to the delivery of the unit. The appliance must fit into its designated space at the property. Actual width dimensions may be plus or minus one inch (+/- 1") of nominal size.

3. Operating Service

115/230 volts or 120/208 volts, single-phase 60-HZ. The type of operating service required will be specified by the Officer-In-Charge or designee for each property.

115/230 volts or 120/208 volts, single-phase 60-Hz will be required for properties under modernization or renovation.

4. Applicable Specifications. Range shall conform to the following:

- a. Range shall have self-cleaning feature.
- b. Range shall be equipped with the oven and range controls on the front panel below the cooking surface and above the oven door. The range with control knobs on the front panel shall be designed so that the knobs will be protected from overheating when range is being used for broiling.
- c. Burner Indicator Lights. The range shall have at least one (1) light to indicate when a burner is on.
- d. The body of the range, back panel and underside shall contain (1) coat of porcelain enamel; (2) coat of high temperature baked enamel, (3) baked on black enamel; or (4) galvanized or aluminized steel.
- e. Top burner units shall be plug-in type with "Tilt-Lock" hinge and shall provide means to hold the unit in level position. All wiring in top burner

box area shall be properly secured for user protection from electrical shocks.

- f. The electric range shall be provided with the manufacturer's recommended wiring. The HPHA will connect the wires per the Successful Bidder's or manufacturer's instructions. The Successful Bidder shall verify the connections prior to re-energizing the range circuit.
- g. The oven of the 30" range shall be equipped with a viewing window and interior light.
- h. Bake elements shall be a minimum of 2,400 watts for the 30" range. Broil elements shall be a minimum of 2,300 watts.
- i. Each range shall be equipped with at least two (2) leg levelers.
- j. Equipment and Accessories. The equipment and accessories supplied with each range shall be those normally supplied with the manufacturer's standard production for the type of range ordered. Broiler pans are not required by the HPHA if it is not an accessory normally supplied by the manufacturer. Each range shall have two (2) oven racks.

TECHNICAL SPECIFICATIONS

GROUP E: SLIDE-IN GAS RANGE - ADA

I. General Description

Ranges shall be white or off-white in color, new cabinet type, and free standing flush-to-wall with an open cooking top, oven and broiler below. Ranges or parts thereof supplied under this specification shall fulfill the construction and performance requirements of American National Standard Institute (ANSI) Z21.1 and Z21.20 as applicable (Latest Revision). All ranges shall be equipped with an anti-tipping device. The Successful Bidder shall provide the anti-tipping device if the anti-tipping device is not supplied by the manufacturer as standard equipment and accessories. The HPHA shall be responsible for installing the anti-tipping device.

2. Width, Height and Depth

This IFB is requesting bid price for a 30 inch (30") wide range with hinged top. The Successful Bidder shall contact the Officer-In-Charge or designee for the space measurements prior to the delivery of the appliance. The appliance must fit the designated space at the property. Actual width dimensions may be plus or minus one inch (+/-1") of nominal size.

3. Operating Service

The Successful Bidder shall be prepared to submit evidence upon the HPHA's request that the ranges proposed for supply under this specification have been tested and comply with American Standard Z21.1 for operation with natural, mixed or liquid petroleum gas (LPG). Certification shall be by the AGA or a third party certifier acceptable to the HPHA. Acceptable evidence of meeting the applicable requirement of the standard shall be a photocopy of the AGA Appliance Certificate or a listing including the igniter device in the AGA "Directory of Certified Appliances and Accessories."

4. Applicable Specifications. Gas ranges shall conform to the following:

- a. Ranges shall be equipped with oven and range controls on the front panel below the cooking surface and above the oven door. The range with control knobs on the front panel shall be designed so that the knobs will be protected from overheating when range is used for broiling.
- b. Ranges shall have self-cleaning feature.
- c. Ranges offered shall be the manufacturers' current standard models except for additional requirements specified herein. All ranges of the

same classification, including parts and assemblies thereof, shall be identical. Oven light shall be provided.

- b. Manual gas valves shall be of the limited displacement type complying with American Standard Z21.1. Gas valves shall be provided with either (1) a convertible orifice set for the gas specified on the HPHA Order Form or (2) a fixed orifice hood for use with the gas specified on the HPHA Order Form. All ranges must be provided with a convertible gas pressure regulator.
- c. Burners. For the 20" wide range, the cook top shall be provided with a minimum of four (4) burners. Each burner shall be rated at no less than 7,000 BTU and no more than 14,000 BTU. For the 30" wide range, the cook top shall be provided with a minimum of four (4) burners. Each burner shall be rated at no less than 9,000 BTU and no more than 14,000 BTU with simmer settings rated at no less than 5,000 BTU or One burner shall be rated at no less than 5,000 BTU and the remaining three (3) burners no more than 17,000 BTU with simmer settings rated at no less than 5,000 BTU per hour. For both size ranges, simmer settings shall be similar to a "high-low burner" type.
- e. Grates. Each top burner shall be provided with a porcelain enamel cast iron or steel grate.
- f. Automatic Ignition. All burners shall be equipped with means for automatic ignition of the gas and shall meet the applicable requirements of ANSI Z21.20. The electronic ignition system may be a spark, coil, glow bar or a combination of these features. The oven burner ignition failure shall activate a mean for shutting off gas to the oven burner.

The ignition wiring in the back of the range shall not be exposed and shall be hidden and enclosed in a case.
- g. Cook Top. The range top shall be hinged at the back for easy cleaning and access to burners, valves, and pilot(s). It may have a supporting rod to hold the range top in raised position or be removable. The supporting rod, when in the raised position, shall be designed to prevent accidental closing of the range top. A counter-balanced top is also acceptable. The range top shall be designed to hold the burner grates in position when the range top is raised. Cook top may be removable.
- h. Insulation. Blanket-type insulation shall be made of glass fiber, installed in a manner to prevent sagging, and of sufficient thermal efficiency to meet surface and handle temperature tests specified in American Standard Z21.1. (Latest Revision)

- i. Ovens, Broilers, and Burner Boxes. The oven, burner box, and broiler section shall be porcelain enamel coated steel or stainless steel. The broiler section shall be either of the pull-out type or of the swing-door type. Stops shall be provided so that oven racks and broiler pans cannot be completely pulled out by accident.
- j. Oven Thermostat Control. An oven thermostat control shall be provided for controlling oven temperatures down to 140 degrees Fahrenheit.
- k. Oven Doors. Oven doors shall be of the drop-shelf type, counter balanced and provided with a device which shall hold the door fully closed. The 30" free standing gas range and the 30" slide-in gas range shall include an oven window. The 20" free standing gas range is not required to have an oven window. Hinges shall be of a type that permits removal and replacement of hinge brackets and parts subject to wear. Oven doors shall be provided with means for adjusting a misaligned door.
- l. Oven Vents. Oven shall be provided with a vent designed to deflect moisture and fumes away from the wall behind the range.
- m. Aeration Bowls. Aeration bowls shall be corrosion-resisting steel, plated steel, or steel coated with porcelain enamel.
- n. Exterior Surfaces. The exterior surface of the gas range shall be porcelain enamel or stainless steel with the exception of body sides which may be finished in synthetic baked-on enamel capable of withstanding 250 degrees Fahrenheit and include trims in accordance with the manufacturer's standard practice. The back guard, manifold shield, aeration bowls, and burners may be porcelain enamel. The body of the range, back panel, legs, and/or base shall be porcelain enamel, baked-on enamel, galvanized or aluminized steel.
- o. Back Splashes. Only free standing gas ranges shall be equipped with a back splasher not less than four (4) inches higher than the top cooking surface and extending the full width of the range top.
- p. Drip Pans. Ranges shall be provided with removable porcelain enameled or stainless steel drip pan(s) or shall be provided with a one (1) piece combination drip-pan and cook top. The pans shall have a minimum 1/8-inch vertical lip to collect spillovers and shall have a handle or other means so that it can be easily pulled out from the front of the range.
- q. Oven Door. The 30" range shall have a removable oven door.
- r. Equipment and Accessories. The equipment and accessories supplied with each range shall be those normally supplied with the manufacturer's

standard production for the type of range ordered. Broiler pans are not required by the HPHA if it is not an accessory normally supplied by the manufacturer. Each range shall have one (1) broiler rack and two (2) oven racks.

- s. Leg Levelers. Each range shall be equipped with at least two (2) leg levelers.
- t. Appliance Connectors. Appliance connectors shall be equal in performance and construction adhering to American National Standards Institute Z21.24. Fitting and line sizes to match existing connector supplied in four-foot (4') lengths. Connector shall be suitable for use with synthetic gas at operating pressure of existing gas system.

IV. CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory performance of work shall be monitored by the Officer-In-Charge and the Contract Administrator or their designated representative(s). Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s)..
2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Bidder for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this IFB and the resulting Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and deduct from the Successful Bidder the costs from monies due or that may thereafter become due to the Successful Bidder; such costs may include the HPHA's cost of procuring such services. In the event that money due to the Successful Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.
4. Failure or refusal of the Successful Bidder to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.

B. Damages

1. Liquidated damages is fixed at the sum of FIFTY and 00/100 DOLLARS (\$50.00) for each appliance per calendar day that the Successful Bidder fails to perform in whole or in part any of its obligations under the Contract in accordance with the terms of Paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or to become due to the Successful Bidder.

2. The HPHA reserves the right to apply liquidated damages for delay in Contract execution on the part of the Successful Bidder.
3. The Successful Bidder shall repair all damages caused by the Successful Bidder's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, buildings, and plantings. If such repairs are not completed within an agreed upon timeline, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from monies due or may thereafter become due to the Successful Bidder. In the event money due to the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the HPHA.

D. Termination

The HPHA reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions.

(END OF SECTION)

Section 3

Bid Offer Forms and Instructions

Section 3

Bid Offer Forms and Instructions

General Instructions for Completing Bid Offer Forms

- A. *Bid offers shall be submitted to the HPHA using the form prescribed in this IFB.*

Note: Bid offers submitted using re-created forms or other forms may be rejected and deemed non-responsive.

- B. *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- C. *A written response is required for each line item unless indicated otherwise.*

Reference Bid Submittal Checklist. See Attachment 16.

I. Bid Offer Forms

The Bid Offer Form must be completed and submitted to the HPHA by the required due date and time and in the form prescribed by the HPHA. See Attachment 2. **Email and facsimile transmissions shall not be accepted.**

Bidders are responsible to review the Specifications, General Conditions, and Special Conditions. Submission of a bid offer shall be regarded as the bidder's assurance that he/she is willing and able to comply with the Specifications, General Conditions, and Special Conditions of the IFB. The HPHA shall not consider bid offers that are contingent upon changes or exceptions to the Specifications, General Conditions and Special Conditions. Bid offers that are conditioned upon changes or exceptions shall be automatically rejected.

Submission of a bid offer shall also be regarded as a bidder's assurance that he/she is willing and able to begin services effective July 1, 2020 or upon the HPHA's issuance of a Notice to Proceed. The HPHA shall not consider bid offers from bidders who are unable to provide the specified services effective July 1, 2020 or upon the HPHA's issuance of a Notice to Proceed.

Bidders shall submit their bid offer under the bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate fields on the Bid Offer Form. Failure to do so may delay execution of the resulting Contract if awarded.

The bidder's authorized signature shall be an original signature in ink. If page 1 of the Bid Offer Form is not signed or the affixed signature is a facsimile or a photocopy, the bid offer shall be automatically rejected unless waived by the HPHA pursuant to section 3-122-31(c)(1)(B), HAR.

The successful bid for each group shall be the lowest responsive and responsible Grand Total Bid Price received. The Grand Total Bid Price is the sum of all bid prices for the Initial Contract Period, Option Year 1, and Option Year 2. Bidders are not required to submit bid prices for all groups but are required to submit bid prices for all line items within a group to be considered responsive and eligible for an award for the specific group of properties. The Successful Bidder for each group may not necessarily be the same bidder.

The unit bid prices shall be the all-inclusive unit price charged to the HPHA including, without limitation all labor, material, equipment, freight charges, delivery charges, applicable taxes, and any other costs incurred in the performance of the resulting Contract.

Bidders are reminded to submit the following certifications and documentations along with the Bid Offer Form:

- A. Wage Certificate;
- B. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder;
- C. Certification and Representations of Offerors, Form HUD 5369-C; and
- D. Documents specific to the appliances offered (i.e. catalog cut, owner's manual, factory literature, UL listing, UL label, etc.).

II. HUD Forms

A. Instructions to Offerors Non-Construction, Form HUD 5369-B

The Form HUD 5369-B is provided for bidder's information and reference. Form HUD 5369-B is attached and can also be found at www.hudclips.org. See Attachment 13.

B. Certification and Representations of Offerors, Form HUD 5369-C

The Form HUD 5369-C must be completed and submitted to the HPHA with the Bid Offer Form by the required due date and time, and in the form prescribed by the State Contracting Office. The certification must be signed and dated by an authorized representative. Form HUD 5369-C is attached and can also be found at www.hudclips.org. See Attachment 14.

(END OF SECTION)

Section 4

Bid Evaluation & Award

Section 4

Bid Evaluation & Award

I. Bid Evaluation

All bid offers received by the due date and time will be reviewed by the HPHA. A bid offer determined to be in exact conformity of the requirements in the IFB shall be known as a "responsive bid." Information provided in/with the bid offer that results in a determination that the bidder has the technical and financial capacity to deliver the goods or services shall be known as a "responsible bid."

II. Method of Award

An award shall be made for each group to the responsible and responsive bidder submitting the lowest Grand Total Bid Price on the Bid Offer Form. The Grand Total Bid Price is the sum of the Total Bid Prices submitted for the Initial Contract Period, Option Year 1 and Option Year 2. To be considered a responsive bid and eligible for an award, the bidder shall submit a bid price for all line items listed within a group, complete the Bid Offer Form in its entirety and conform to all requirements of the IFB. A bidder is not required to submit a bid offer for all groups of properties.

In the event there are no responsive and responsible bid offers, the HPHA may use an alternative procurement method pursuant to section 3-122-35, HAR. The HPHA may re-solicit or conduct an alternative procurement method for the services.

(END OF SECTION)

Section 5

Attachments

- | | |
|--|--------------------------|
| 1. Wage Certificate | Due June 8, 2020 |
| 2. Bid Offer Form | Due June 8, 2020 |
| 3. Listing of Properties by Geographical Location | For Bidder's information |
| 4. Estimated Quantities by Geographical Location | For Bidder's information |
| 5. Sample Contract Based on Competitive Sealed Bids for Goods and Services (6/22/2009) | For Bidder's information |
| 6. Sample – Attachment S1, Scope of Services | For Bidder's information |
| 7. Sample – Attachment S2, Compensation and Payment Schedule | For Bidder's information |
| 8. Sample – Attachment S3, Time of Performance | For Bidder's information |
| 9. Sample – Attachment S4, Certificate of Exemption from Civil Service | For Bidder's information |
| 10. Sample – Attachment S5, Special Conditions | For Bidder's information |
| 11. General Conditions, AG-008 103D General Conditions | For Bidder's information |
| 12. General Conditions, Federal form HUD 5370-C | For Bidder's information |
| 13. Instructions to Offerors, form HUD 5369-B | For Bidder's information |
| 14. Certification and Representations of Offerors, Form HUD 5369-C | Due June 8, 2020 |
| 15. 2020 and 2021 Hawaii State Government Observed Holidays | For Bidder's information |
| 16. Bid Submittal Checklist | For Bidder's information |